

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

-----X
MORDECHAI DEUTSH,

Plaintiff,

-against-

BUDZIK & DYNIA, LLC,

Defendant.
-----X

Docket No.: CV-12-6238

(NGG) (RER)

ANSWER

Defendant BUDZIK & DYNIA, LLC, by its undersigned counsel, answers the Complaint of the above-named Plaintiff as follows:

INTRODUCTION

1. Denied. Legal conclusion requiring no response beyond general denial or a matter based upon factual foundation which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

PARTIES

2. Admitted.

3. Legal conclusion requiring no response beyond general denial or a matter based upon factual foundation which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

4. Denied. Legal conclusion requiring no response beyond general denial or a matter based upon factual foundation which is deemed denied and at issue pursuant to applicable rules of

court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

5. Upon information and belief, denied.

6. Denied. Legal conclusion requiring no response beyond general denial or a matter based upon factual foundation which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

7. Denied. Legal conclusion requiring no response beyond general denial or a matter based upon factual foundation which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

JURISDICTION AND VENUE

8. Admitted.

9. Admitted.

ALLEGATIONS PARTICULAR TO MORDECHAI DEUTSH

10. Denied due to lack of specificity.

11. Denied due to lack of specificity. Plaintiff refers to multiple collection letters dated April 16, 2012.

12. Denied. Legal conclusions requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

13. Admitted in part as to the assertion that Budzik & Dynia, LLC is a law firm. Denied as to other allegations requiring no response beyond general denial or a matter based upon factual

foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leaves Plaintiff to its proof of those allegations.

14. Denied. The term “in the practical sense” is ambiguous. Denied as to other allegations requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leaves Plaintiff to its proof of those allegations.

15. Denied. Defendant leaves Plaintiff to its proof of these allegations.

16. Denied. Defendant leaves Plaintiff to its proof of these allegations.

17. Denied. Legal conclusions requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

18. Denied. Legal conclusions requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

19. Denied. Legal conclusion requiring no response beyond general denial or a matter based upon factual foundation which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

20. Denied. Legal conclusions requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of

court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

21. Admitted only as to the referenced wording existing on said letter presented by Plaintiff, however denied on the admissibility of the letter itself. Defendant leaves Plaintiff to its proof of those allegations.

22. Denied. Legal conclusions requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

23. Denied. Legal conclusions requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

AS AND FOR A FIRST CAUSE OF ACTION

24. Denied unless stated otherwise in the preceding paragraphs.

25. Denied. Defendant denies the formation or existence of alleged classes. Legal conclusion requiring no response beyond general denial or a matter based upon factual foundation which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

26. Denied. Defendant denies the formation or existence of an alleged class. Legal conclusion requiring no response beyond general denial or a matter based upon factual foundation which is deemed denied and at issue pursuant to applicable rules of court and

therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

27. Denied. Defendant denies the formation or existence of an alleged class. Legal conclusion requiring no response beyond general denial or a matter based upon factual foundation which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

28. Denied. Legal conclusions requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

29. Denied. Legal conclusions requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

30. Denied.

31. Denied. Legal conclusions requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

32. Denied. Legal conclusions requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

33. Denied. Legal conclusions requiring no response beyond general denial or a matter based upon factual foundations which is deemed denied and at issue pursuant to applicable rules of court and therefore, answering Defendant denies the same and leave Plaintiff to its proof of those allegations.

WHEREFORE, Defendant demands judgment in its favor and against Plaintiff together with costs and any other relief this court may deem appropriate.

Dated: March 1, 2013

/s/ ANDREW KEUM
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AFFIRMATIVE DEFENSES

Defendant reaffirms and re-alleges each and every statement in the preceding paragraphs as if set forth at length herein.

FIRST AFFIRMATIVE DEFENSE

1. Answering Defendant acknowledges and incorporates by reference, as if same were set forth at length herein, all other defenses which have been or will be asserted by any other party in this action, except those which may contain allegations of liability against answering Defendant, to the extent that such defenses are applicable to answering Defendant.

SECOND AFFIRMATIVE DEFENSE

2. Defendant denies having executed any documents creating any liability on the part of Defendant for the claims of Plaintiff.

THIRD AFFIRMATIVE DEFENSE

3. Any recovery to which the Plaintiff might otherwise be entitled is subject to the limitation of liability contained within the written and/or oral Agreement(s) between the parties.

FOURTH AFFIRMATIVE DEFENSE

4. The Complaint fails to state a cause of action upon which relief may be granted.

FIFTH AFFIRMATIVE DEFENSE

5. Plaintiff suffered no compensable damages, loss or injury.

SIXTH AFFIRMATIVE DEFENSE

6. Plaintiff suffered no statutory damages, loss or injury.

SEVENTH AFFIRMATIVE DEFENSE

7. Plaintiff has sustained no damage, loss or injury as a result of any act, failure, or omission to act, on the part of Defendant.

EIGHTH AFFIRMATIVE DEFENSE

8. Plaintiff's alleged damages, if any, are directly and proximately caused by Plaintiff's conduct.

NINTH AFFIRMATIVE DEFENSE

9. Upon information and belief, Plaintiff has not requested validation or verification of alleged debts.

TENTH AFFIRMATIVE DEFENSE

10. Plaintiff's claims are barred by the doctrine of unclean hands.

ELEVENTH AFFIRMATIVE DEFENSE

11. Defendant maintains the formation, certification or alleged existence of Plaintiff's proposed classes do not have merit and would not serve toward an efficient or proper adjudication of the Plaintiff's allegations or claims.

TWELFTH AFFIRMATIVE DEFENSE

12. Defendant claims damages, if any are found, resulted from "bona fide error" 15 U.S.C. § 1692k(c).

THIRTEENTH AFFIRMATIVE DEFENSE

13. Answering Defendant reserves the right to amend its Answer and to assert additional answers and/or supplemental answers and/or change this answer upon revelation of more definitive facts during and/or upon the completion of further discovery and investigation.

WHEREFORE, Defendant demands judgment in its favor and against Plaintiff together with costs and any other relief this court may deem appropriate.

Dated: March 1, 2013

/s/ ANDREW KEUM
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